

STATE OF INDIANA)
COUNTY OF MARION)

IN THE MARION CIRCUIT COURT
SS: AVC NO. 09-003

IN RE:)
))
ICON SECURITY, INC.)
))
Respondent.)

FILED

(32)

JAN 23 2009

Elizabeth L. White
CLERK OF THE MARION CIRCUIT COURT

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Greg A. Schrage, and Respondent, Icon Security, Inc., enter into this Assurance of Voluntary Compliance ("Assurance"), pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law and upon consent of the parties.

The parties acknowledge and agree as follows:

1. Respondent, Icon Security, Inc., is a Utah corporation engaged in the door to door sale of home security systems and other security services. Respondent maintains a principal place of business at 3507 North University Avenue, Suite 200, Provo, Utah 84606.
2. The terms of this Assurance apply to and are binding upon Respondent and Respondent's agents, employees, officers, owners, representatives, assigns, and successors.
3. Respondent acknowledges the jurisdiction of the Indiana Attorney General to investigate matters hereinafter described and to enforce the terms of this Assurance, pursuant to the authority of Ind. Code § 4-6-9-4, Ind. Code §§ 24-5-0.5-1 through -12, and Ind. Code § 24-5-10-18(2).

4. The parties agree that if any term used in the Assurance is defined under Ind. Code §§ 24-5-0.5-1 through -12 (the "Deceptive Consumer Sales Act") or Ind. Code §§ 24-5-10-1 through -18 (the "Home Solicitations Sales Act"), the term shall have the meaning set forth under the respective Act.

5. Respondent agrees that it shall not represent, orally, in writing, by electronic communication, or through its actions, that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which Respondent knows or should reasonably know it does not have.

6. Respondent agrees that it shall not represent, orally, in writing, by electronic communication, or through its actions, that replacement or repair constituting the subject of a consumer transaction is needed, if it is not and if Respondent knows or should reasonably know that it is not.

7. Respondent agrees that it shall not represent, orally, in writing, by electronic communication, or through its actions, that it has a sponsorship, approval, or affiliation in a consumer transaction it does not have, and which Respondent knows or should reasonably know that they do not have.

8. Respondent agrees that when engaging in any home consumer transaction, it shall provide the consumer two (2) copies, on documents separate from the document which memorializes the transaction, of a written notice of the consumer's right to cancel the transaction in at least ten (10) point boldface type and containing all the information required by Ind. Code § 24-5-10-9(b), including:

a. The address to which the consumer's notice of cancellation may be delivered or sent;

b. A statement that the transaction may be cancelled before midnight of the third business day after the consumer and the supplier finally agree to the transaction;

c. A statement of the explanation of the steps the consumer must take to cancel the home consumer transaction;

d. A statement of the steps the consumer and supplier must take after cancellation of the home consumer transaction; and

e. The date by which the consumer must exercise the right to cancel the transaction.

9. Respondent agrees to fully comply with the Deceptive Consumer Sales Act in all its consumer transactions.

10. Respondent agrees to fully comply with the Home Solicitation Sales Act in all its home consumer transactions.

11. Respondent agrees to and upon signing this Assurance shall immediately cancel any and all contracts with consumers Eva Brooks, Yolanda Y. Radford, Francis E. Scott, Victoria Westlan, Gary Jackson, Helen Shields, Richard Cotton, Larry Gilkey, Melton Lang, Carolyn G. Davis, Monique Tran, Joseph F. Garrett, Michele Richardson, Josephine Holder, and Leslie F. House, pursuant to Ind. Code § 24-5-0.5-4(d). Respondent further agrees to pay any and all applicable termination fees associated with the cancellation of any of the above mentioned contracts, to cancel and negate any remaining balance owed by any of the above mentioned consumers, and withdraw all collection claims against the above mentioned consumers.

12. Respondent agrees to and upon signing this Assurance shall immediately pay, pursuant to Ind. Code § 24-5-0.5-4(c)(2), the amount of Six Hundred Ten Dollars and Forty-Five

Cents (\$610.45) to the Indiana Attorney General, as consumer restitution, to be distributed to the following consumers in the following amounts:

- a. Eva Brooks, in the amount of Eighty-Seven Dollars and Seventy-One Cents (\$87.71);
- b. Gary Jackson, in the amount of Three Hundred Fourteen Dollars and Ninety-Three Cents (\$314.93); and
- c. Monique Tran, in the amount of Two Hundred Seven Dollars and Eighty-One Cents (\$207.81).

13. Respondent agrees to and upon signing this Assurance shall immediately pay, pursuant to Ind. Code § 24-5-0.5-4(d), the amount of Seven Thousand Dollars (\$7,000.00) to the Indiana Attorney General, as consumer restitution to restore each consumer to the home security provider the consumer employed prior to their transaction with Respondent, to be distributed as Five Hundred Dollars (\$500.00) each to Eva Brooks, Yolanda Y. Radford, Francis E. Scott, Victoria Westlan, Gary Jackson, Helen Shields, Richard Cotton, Larry Gilkey, Melton Lang, Carolyn G. Davis, Monique Tran, Joseph F. Garrett, Michele Richardson, and Leslie F. House.

14. Respondent agrees to pay One Thousand Dollars (\$1000.00) in costs to the Indiana Attorney General, pursuant to Ind. Code § 24-5-0.5-4(c)(3).

15. Respondent shall not represent that the Indiana Attorney General approves or endorses its past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

16. Respondent shall fully cooperate with the Indiana Attorney General in the resolution of any and all future complaints the Consumer Protection Division receives against it.

17. This Assurance does not constitute Respondent's admission of guilt or liability.

18. The Indiana Attorney General shall file this Assurance with the Circuit Court of Marion County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 23rd day of January, 2009.

STATE OF INDIANA
STEVE CARTER
Attorney General of Indiana

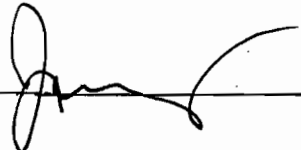
RESPONDENT
Icon Security, Inc.

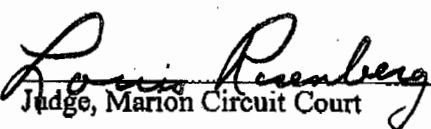
By: 

Greg A. Schrage
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Telephone (317) 234-2354

By: 

Title: Director

APPROVED this 23rd day of , 2009.


Judge, Marion Circuit Court